

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED

JUL 18 2003

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO

INTERSTATES ELECTRICAL &
ENGINEERING CO., INC.

Plaintiff,

vs.

TOTAL PROCESS CORP.

Defendant.

CASE NO: 4:03CV 00279-~~AGF~~ CAS

ORDER GRANTING DEFAULT JUDGMENT
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 55(b)(1)

Plaintiff, Interstates Electrical & Engineering Co., Inc. brings this action for Breach of Contract, Quantum Meruit and Suit On Account against Defendant Total Process Corp. ("TPC") alleging generally that Plaintiff performed services for TPC with a sum value of \$233,677.88 and for which TPC has failed to pay Plaintiff Interstates. Specifically, Plaintiff is in the business of electrical contracting and engineering. In early 2002, TPC hired Plaintiff to perform electrical work and thereby assist TPC on a project in Sidney, Ohio for Carghill, Inc. (the "Carghill Project"). The parties entered into written agreements relating to the work performed on the Carghill Project. During the time it performed work for TPC on the Carghill Project, Plaintiff sent TPC regular invoices from June, 2002 to September, 2002. To date, TPC owes, and refuses to pay despite demand by Plaintiff, \$137,748.57 for work relating to the Carghill Project.

At the same time Plaintiff was performing work for TPC on the Carghill Project, TPC hired Plaintiff to perform electrical contracting work on another project for UPO, LLP and Roeslein and Associates, Inc. (the "UOP/Roeslein Project"). During the time it performed work for TPC, pursuant to a written agreement entered into by the parties, Plaintiff sent TPC regular

invoices for amounts due on the UOP/Roeslein Project. To date, TPC owes, and refuses to pay despite demand by Plaintiff, \$68,112.61 for work relating to the UOP/Roeslein Project.

Also in the year 2002, TPC contracted with Plaintiff to perform electrical contracting work for a project Defendant was completing for U.S. Filter Corp. (the "U.S. Filter Project"). The parties entered into a written agreement relating to the U.S. Filter Project and, because TPC owed Plaintiff money from the first two projects, Plaintiff requested and received an initial down payment. Soon, however, the value of Plaintiff's work exceeded the down payment and Plaintiff began sending regular invoices for work performed in November and December, 2002. To date, TPC owes, and refuses to pay despite demand by Plaintiff, \$27,806.70 for work relating to the U.S. Filter Project. In total, TPC owes \$233,677.88 for work on the Three Projects Described above.

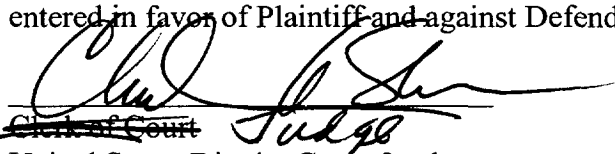
On March 20, 2003, Plaintiff filed with the Court the Affidavit of Service sworn to by John J. Roth of Markell & Associates reflecting service of the Summons and Complaint in this matter on Mark S. Johnston, President and Registered Agent for TPC, on March 10, 2003. To date, TPC has failed to respond to the Complaint.

Pursuant to Federal Rules of Civil Procedure 55(a), the clerk is authorized to enter default judgment against Defendant and in favor of Plaintiff if Plaintiff's claim is for a sum certain. Plaintiff attaches the Affidavit of Cary Smith, Project Manager for Plaintiff of the three projects which are the subject of the Complaint, attached to Plaintiff's Motion as Exhibit 1. Per Mr. Smith's Affidavit and Plaintiff's claims herein, the amount of Judgment should be \$233,677.88 plus the appropriate pre-judgment interest and Plaintiff's costs which can by computation be made certain. Federal Rule of Civil Procedure 55(a).

Accordingly,

IT IS HEREBY ORDERED that Plaintiff's Motion for the Entry of Default Judgment is granted;

IT IS HEREBY FURTHER ORDERED that judgment in the amount of \$233,677.88 plus prejudgment interest at the appropriate rate as determined by the undersigned for amounts owed for the period June 30, 2002 through the date of judgment, as well as the costs of this action, is entered in favor of Plaintiff and against Defendant.


~~Clerk of Court~~
United States District Court for the
Eastern District of Missouri

Dated: 7/18/03

AN ORDER, JUDGMENT OR ENDORSEMENT WAS SCANNED, FAXED AND/OR MAILED TO THE
FOLLOWING INDIVIDUALS ON 07/18/03 by kspurgeo

4:03cv279 Interstates Electric vs Total Process Corp.

28:1332 Diversity-Other Contract

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E. Sayad - 42558

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SCANNED & FAXED BY:

JUL 18 2003

SAJ